

AuraEye Solutions Ltd

Terms & Conditions of Service

Applicable to all users — UK · EU · India

Version 1.0 · Effective Date: 1 September 2025

Last Reviewed: March 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE AURAEY PLATFORM. BY CREATING AN ACCOUNT OR USING ANY PART OF OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS.

1. Definitions

In these Terms, the following words have the meanings set out below:

Term	Meaning
"AuraEye"	"AuraEye Solutions Ltd", a company registered in England & Wales (Company No. [X])
"Platform"	The AuraEye web and mobile application, practitioner dashboard, and all associated services accessible at auraeyesolutions.com
"EWI"	The Emotional Wellbeing Index — a proprietary 27-item psychometric assessment instrument owned by AuraEye
"User"	Any individual who creates an account or accesses the Platform
"Individual User"	A consumer accessing the Platform for personal wellbeing purposes
"Practitioner"	A licensed coach, therapist, or wellness professional accessing the Platform under a Practitioner subscription
"Client"	An individual whose data is processed through the Platform by a Practitioner
"Subscription"	A paid access plan as set out in Section 5
"Content"	All text, assessments, reports, results, recommendations, and materials generated by or displayed on the Platform
"Intellectual Property"	All patents, trademarks, copyrights, trade secrets, and other proprietary rights
"We/Us/Our"	AuraEye Solutions Ltd

"You/Your"

The User, Practitioner, or visitor accessing the Platform

2. Acceptance of Terms

By accessing or using the Platform, you confirm that:

- You are at least 18 years of age (or have verifiable parental/guardian consent if aged 16–17 in jurisdictions where applicable)
- You have the legal capacity to enter into a binding contract
- You accept these Terms in full, along with our Privacy Policy and Cookie Policy
- If you are a Practitioner registering on behalf of a business or practice, you have authority to bind that entity to these Terms

If you do not accept these Terms, you must not use the Platform. We reserve the right to update these Terms at any time (see Section 17).

3. Nature of the Service

3.1 Wellbeing Technology — Not Medical Advice

IMPORTANT LIMITATION OF SERVICE AuraEye is a psychometric wellbeing assessment and coaching support tool. It is NOT a medical device, clinical diagnostic instrument, or substitute for professional medical, psychiatric, or psychological treatment. EWI results are self-reported wellbeing indicators only. They do not constitute a clinical diagnosis, medical opinion, or therapeutic recommendation. If you are experiencing a mental health crisis, suicidal ideation, or require urgent clinical support, contact emergency services or a qualified healthcare professional immediately.

By using the Platform, you acknowledge and accept this limitation.

3.2 Safety Flag System

The Platform includes an automated safety-flag system within the EWI scoring engine. If your responses indicate a potential critical wellbeing concern, the Platform may display a prompt recommending you seek professional support. This is a signposting function only and does not constitute clinical triage or diagnosis.

3.3 Practitioner Responsibility

Practitioners using the Platform with Clients remain solely responsible for:

- The clinical or professional appropriateness of using AuraEye tools with any individual Client
- Compliance with their own professional body's standards, ethical codes, and scope of practice
- Obtaining informed consent from Clients before administering any EWI assessment
- Interpreting EWI results responsibly within their professional competency

4. Account Registration

4.1 Account Creation

To access the Platform you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Keep your login credentials secure and confidential
- Notify us immediately at support@auraeyesolutions.com if you suspect unauthorised access to your account

4.2 Account Responsibility

You are responsible for all activity that occurs under your account. AuraEye is not liable for any loss or damage arising from your failure to maintain account security.

4.3 One Account Per User

Individual Users may hold one account. Practitioners may hold one practitioner account per registered professional entity. Creating multiple accounts to circumvent subscription limits or access restrictions is a material breach of these Terms.

4.4 Account Suspension and Termination

We reserve the right to suspend or terminate your account without notice if we reasonably believe you have:

- Violated any provision of these Terms
- Provided false or misleading registration information
- Engaged in conduct harmful to other Users, Clients, or AuraEye
- Used the Platform for any unlawful purpose

5. Subscriptions, Fees & Payment

5.1 Subscription Tiers

The Platform is offered on the following subscription basis (current pricing published at auraeyesolutions.com/pricing):

- Individual User plans — personal wellbeing access
- Solo Practitioner plan — single-practitioner dashboard with client management
- Professional Plan — multi-client practitioner dashboard with advanced reporting

Free trial or introductory periods may be offered at our discretion. Full terms of any trial will be presented at sign-up.

5.2 Billing

- Subscriptions are billed on a monthly or annual basis as selected at checkout
- Payment is processed by Stripe, Inc. AuraEye does not store payment card data
- All fees are exclusive of applicable taxes (VAT/GST) unless stated otherwise
- Subscription fees are charged in advance at the start of each billing period

5.3 Renewals & Cancellation

- Subscriptions auto-renew at the end of each billing period unless cancelled
- You may cancel at any time via Account Settings → Subscription → Cancel
- Cancellation takes effect at the end of the current paid period; access continues until that date
- No refund is issued for the remaining period upon mid-period cancellation, except where required by law

5.4 Price Changes

We will give 30 days' written notice of any price increase. Continued use after the effective date of the new price constitutes acceptance.

5.5 Refunds

Refunds are available within 14 days of initial purchase for new subscribers who have not yet submitted an EWI assessment (UK Consumer Contracts Regulations 2013 / EU Consumer Rights Directive cooling-off rights). To request a refund, contact billing@auraeyesolutions.com.

6. Intellectual Property

6.1 AuraEye's IP

All intellectual property rights in the Platform, including the EWI instrument, its 27 items, scoring methodology, domain framework, software, design, branding, reports, and Content are owned by or licensed to AuraEye Solutions Ltd. Nothing in these Terms transfers any IP rights to you.

6.2 Restricted Use

You may not, without our prior written consent:

- Copy, reproduce, distribute, or publicly display any part of the Platform or EWI instrument
- Reverse engineer, decompile, or attempt to extract the source code of the Platform
- Use the EWI instrument outside the Platform or in any other product or service
- Use AuraEye's branding, trademarks, or trade dress without written authorisation
- Scrape, crawl, or systematically extract data from the Platform

6.3 Your Content

You retain ownership of any content you submit (e.g. free-text journal entries, practitioner notes). By submitting content, you grant AuraEye a non-exclusive, royalty-free licence to process and store that content solely to deliver the service. We do not claim ownership of your data.

6.4 Feedback

If you provide feedback, suggestions, or ideas about the Platform, you grant AuraEye an irrevocable, royalty-free right to use that feedback for any purpose without obligation to you.

7. Acceptable Use Policy

You agree not to use the Platform to:

- Violate any applicable law or regulation
- Harass, abuse, or harm any other person
- Impersonate any person or entity, or misrepresent your professional credentials
- Upload or transmit viruses, malware, or any harmful code
- Attempt to gain unauthorised access to any part of the Platform or its infrastructure
- Use the Platform to conduct unsolicited commercial communications
- Collect or harvest personal data of other Users without their consent

- Use the EWI instrument or Platform outputs for clinical diagnostic purposes beyond their stated scope
- Sub-license, resell, or commercially exploit access to the Platform without written authorisation

Breach of this Section may result in immediate account termination and, where appropriate, referral to relevant authorities.

8. Data Protection

The collection, use, and storage of personal data is governed by our Privacy Policy, which forms part of these Terms by reference. By using the Platform you acknowledge that you have read and understood the Privacy Policy.

8.1 Practitioner Data Processing

Where a Practitioner uses the Platform to process personal data of Clients, the Practitioner acts as an independent data controller for that Client data. AuraEye acts as a data processor in respect of that data. A Data Processing Agreement (DPA) governs this relationship and is available on request.

8.2 Special Category Data

The EWI assessment processes wellbeing and emotional health data, which may constitute special category data under the UK/EU GDPR (Article 9). By submitting an EWI assessment, you provide explicit consent for this processing as described in the Privacy Policy. Practitioners must obtain this consent directly from Clients before administering any assessment.

9. Confidentiality

Each party agrees to keep confidential all non-public information disclosed by the other party in connection with the Platform ("Confidential Information"). This obligation does not apply to information that:

- Was already publicly known at the time of disclosure
- Becomes publicly known through no fault of the receiving party
- Was independently developed by the receiving party without reference to the Confidential Information
- Is required to be disclosed by law or court order (with prior notice to the disclosing party where permitted)

Practitioners must maintain client confidentiality in accordance with their professional body's standards, independently of these Terms.

10. Disclaimers & Limitation of Liability

10.1 Platform Provided "As Is"

The Platform is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, AuraEye makes no warranties, express or implied, regarding:

- Fitness for a particular purpose
- Uninterrupted or error-free operation
- Accuracy, completeness, or reliability of EWI results or any Platform-generated content
- That the Platform will meet your specific requirements

10.2 Exclusion of Liability

To the maximum extent permitted by applicable law, AuraEye shall not be liable for:

- Any indirect, incidental, special, or consequential loss
- Loss of profits, revenue, data, or business opportunity
- Decisions made by you or any third party in reliance on EWI results or Platform content
- Any loss arising from unauthorised access to your account where you have failed to maintain adequate security
- Service interruptions due to maintenance, force majeure, or third-party infrastructure failure

10.3 Cap on Liability

Where liability cannot be fully excluded by law, AuraEye's total aggregate liability to you shall not exceed the total fees paid by you to AuraEye in the 12-month period immediately preceding the event giving rise to the claim.

10.4 Consumer Rights Not Affected

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law. Statutory rights of consumers under the UK Consumer Rights Act 2015 or equivalent legislation in your jurisdiction are not affected.

11. Indemnification

You agree to indemnify and hold harmless AuraEye Solutions Ltd, its directors, employees, and agents from and against any claims, damages, losses, costs (including reasonable legal fees) arising out of or related to:

- Your use of the Platform in violation of these Terms
- Your violation of any third-party rights, including intellectual property or privacy rights
- Any false or misleading information provided during registration
- (For Practitioners) Any claims arising from your professional practice, including Client complaints related to your use of EWI results

12. Third-Party Services & Links

The Platform may integrate with or link to third-party services (e.g. Stripe for payments, calendar integrations). AuraEye is not responsible for the availability, accuracy, or content of third-party services. Use of third-party services is subject to their own terms and privacy policies.

Third-party integrations do not imply endorsement by AuraEye.

13. Service Availability & Maintenance

We aim to maintain Platform availability of 99% uptime, excluding scheduled maintenance. We will endeavour to provide advance notice of planned downtime where possible.

We reserve the right to modify, suspend, or discontinue any part of the Platform at any time. We will provide 30 days' notice of material discontinuation of a paid service. AuraEye is not liable for any loss resulting from Platform unavailability, except to the extent expressly required by law.

14. Practitioner-Specific Terms

14.1 Professional Credentials

Practitioners warrant that all credentials, qualifications, and professional registrations stated during sign-up are accurate and current. AuraEye reserves the right to verify credentials and suspend accounts where credentials cannot be confirmed.

14.2 Client Consent Obligation

Practitioners are solely responsible for obtaining valid informed consent from each Client before:

- Administering any EWI assessment
- Storing or viewing Client data via the Practitioner Dashboard
- Sharing or discussing Client EWI results with any third party

14.3 No Sub-Licensing

Practitioner subscriptions are personal to the registered practitioner. You may not sub-license, share, or transfer your account access to another individual or entity.

14.4 White-Label & API Access

Where AuraEye grants white-label or API access to a Practitioner or organisation, separate commercial terms will apply. Contact commercial@auraeyesolutions.com.

15. Termination

15.1 Termination by You

You may close your account at any time via Account Settings. Closure takes effect immediately for free accounts and at the end of the current billing period for paid subscriptions. You may request data deletion under the Privacy Policy.

15.2 Termination by AuraEye

We may terminate or suspend your account immediately if you breach these Terms. Where termination is without cause, we will provide 30 days' notice and pro-rate any unused prepaid subscription fees.

15.3 Effect of Termination

Upon termination:

- Your access to the Platform ceases immediately (or at end of billing period for user-initiated termination)
- All licences granted under these Terms are revoked

- Sections 6, 9, 10, 11, 16, and 17 survive termination
- Data deletion is handled per the Privacy Policy and your erasure rights

16. Governing Law & Dispute Resolution

16.1 Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales.

16.2 Jurisdiction

Both parties submit to the exclusive jurisdiction of the courts of England and Wales, except that:

- Users in India may bring proceedings before the competent courts of India in relation to claims arising exclusively under Indian law
- EU consumers may bring proceedings in the courts of their country of residence under EU consumer protection law

16.3 Dispute Resolution

Before commencing formal proceedings, both parties agree to attempt good-faith resolution by contacting legal@auraeyesolutions.com. We aim to acknowledge all formal complaints within 5 working days.

16.4 EU Online Dispute Resolution

EU-based consumers may use the European Commission's Online Dispute Resolution platform at ec.europa.eu/consumers/odr.

17. Changes to These Terms

We may update these Terms from time to time. For material changes:

- We will provide at least 30 days' notice via email to registered users
- A prominent notice will be displayed on the Platform
- The "Last Reviewed" date will be updated at the top of this document

Continued use of the Platform after the effective date of revised Terms constitutes acceptance. If you do not accept the revised Terms, you may close your account and request data deletion.

18. General Provisions

18.1 Entire Agreement

These Terms, together with the Privacy Policy and Cookie Policy, constitute the entire agreement between you and AuraEye regarding use of the Platform and supersede all prior agreements or representations.

18.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

18.3 Waiver

Failure by AuraEye to enforce any provision of these Terms shall not constitute a waiver of our right to enforce that or any other provision in the future.

18.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. AuraEye may assign these Terms in connection with a merger, acquisition, or sale of assets, with 30 days' written notice to you.

18.5 Force Majeure

AuraEye shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including natural disasters, acts of government, pandemics, infrastructure failures, or third-party service outages.

18.6 Notices

Formal notices to AuraEye should be sent to legal@auraeyesolutions.com or by post to the registered address. We will communicate with you via the email address registered on your account.

19. Contact Information

AuraEye Solutions Ltd

Company registration number: 16626628

Registered address: 124-128 City Road, London, England, EC1V 2NX

General: admin@auraeyesolutions.com

Legal & Terms: legal@auraeyesolutions.com

Billing: billing@auraeyesolutions.com

Data Protection: privacy@auraeyesolutions.com

Website: www.auraeyesolutions.com

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